

G.8 ACCESS TO CONFIDENTIAL INFORMATION

(a) As used in this clause, "confidential information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and may embody trade secrets or commercial or financial information, and may be confidential or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.

(c) In performing this contract, the Contractor agrees to--

(1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in procurement.

(2) Safeguard confidential information coming into its possession from unauthorized use and disclosure.

(3) Allow access to confidential information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of confidential information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.

(7) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.

(e) The nature of the work on this contract may subject the Contractor and its employees a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes

a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to confidential information.

(End of clause)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

1852.209-71 Limitation on Future Contracting (DEC 1988)

H.6 HANDLING OF DATA

(a) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired or furnished by or to the Contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the Contractor from unauthorized use, release, duplication, or disclosures. In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, privacy act data, computer software, generated test data, administrative, management information, or financial, including cost or pricing data).

(1) Data of third parties that the Government has agreed to handle under protective arrangements;

(2) Data of third parties bearing limited rights or restricted rights notices submitted either to the Government or directly to the Contractor; and

(3) Data, generated by the Government or the Contractor, of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization performing work under this contract, without written consent of the Contracting Officer; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees and subcontractors contractually to comply with the access, use, disclosure, and reproduction provision of this clause.

(d) Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of "technical data" for the purpose of applying the requirements of the clause herein entitled FAR 52.227-14, "Rights in Data—General."

(e) The Contractor's Handling of Data Plan is a deliverable and it will be incorporated in the Contract as Attachment J-6 in Section J.

(End of Clause)